

Contract no. 1472

1

AGREEMENT
BETWEEN THE
TOWNSHIP OF HOWELL
AND THE
SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 1992 THROUGH DECEMBER 31, 1994

I N D E X

ARTICLE NUMBER	TITLE	PAGE NUMBER
I	Recognition and Scope of Agreement	2
II	Policeman's Rights	4
III	Collective Negotiating Procedure	6
IV	Management Rights	8
V	Grievance Procedure	10
VI	Sick Leave	16
VII	Military Duty and Other Leaves of Absence	20
VIII	Hours	22
IX	Overtime	23
X	Call Back Pay	25
XI	Vacations	26
XII	Holidays	28
XIII	Life Insurance & Disability Insurance	30
XIV	Hospital and Medical Insurance	32
XV	False Arrest and Liability Insurance	33
XVI	Union Business	35
XVII	Pensions	37
XVIII	Discharge and Suspension	38
XIX	Salary and Wages	39
XX	Clothing Allowance	42
XXI	Check-Off	43
XXII	Non-Discrimination	45
XXIII	Personal Days	46
XXIV	Savings Clause	47
XXV	Seniority	48
XXVI	Duration	50
XXVII	Completeness of Agreement	51

AGREEMENT
BETWEEN THE TOWNSHIP OF HOWELL
AND
SUPERIOR OFFICERS ASSOCIATION

THIS AGREEMENT, made and entered into in Howell Township, New Jersey this day of , 1989, between the Township of Howell, a municipality, in the County of Monmouth, and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Superior Officers Association, hereinafter referred to as the "S.O.A.".

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law and established practices not modified by this Agreement;

NOW, THEREFORE, in consideration of these parties and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the S.O.A. as follows:

ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT

Section 1.

The Employer hereby recognizes the S.O.A. Local 228 as the sole and exclusive representative of all employees in the appropriate unit as defined in Article I, Section 2, herein, for the purposes of collective negotiations and all activities and processes relative thereto.

Section 2.

The appropriate unit shall consist of all of the regular, full-time Sergeants, Sergeants First Class, Lieutenants and Captains of the Police Department of Howell Township now employed, or hereafter employed, excluding the Chief of Police, Patrolmen, and all civilian employees.

Section 3.

This Agreement shall govern all wages, hours, and other conditions of employment herein set forth.

Section 4.

This Agreement shall be binding upon the parties hereto.

Section 5.

Title 40A:14 and all other State Statutes shall be adhered to as part of this Agreement. When applying 11:26C-4 Statute, the

parties have agreed that the S.O.A. may appoint one (1) duly authorized representative to represent them in accordance with the Statute. The representative will be granted the rights as provided by the Statute. The S.O.A. has the right to designate a replacement of the representative if the representative cannot be released or is not available.

ARTICLE II
POLICEMAN'S RIGHTS

Section 1.

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the S.O.A. because of membership or activity in the S.O.A. The S.O.A. shall not intimidate or coerce employees into membership. Neither the Employer nor the S.O.A. shall discriminate against any employees because of race, creed, color, national origin, age, or political affiliation.

Section 2.

Pursuant to Chapter 303, Public Laws of 1968 as amended, the Township agrees that every superior officer shall have the right freely to organize, join and support the S.O.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities pursuant to Chapter 303 for mutual aid protection. In addition, every superior officer shall have the right to refrain from such activity. As a body exercising governmental power under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303 of the Public Laws of 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages or any terms or

conditions of employment by reason of his membership in the S.O.A. and its affiliates, collective negotiations with the Township or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, or for action taken as a result of action on the part of the Township. The S.O.A. agrees that it shall not discriminate against any member of the bargaining unit based upon the individual's non-membership in the Association.

Section 3.

The S.O.A. and its representatives shall have the right to use Township buildings at all reasonable hours for meetings. The Business Administrator of the Township shall be notified in advance of the time and place of all such meetings. This right shall be upon approval of the Township.

The S.O.A. shall have the right to use Township typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The S.O.A. shall pay for the reasonable cost of all materials and supplies incident to such use. They shall also be responsible for any damage they may cause to such equipment.

ARTICLE III
COLLECTIVE NEGOTIATING PROCEDURE

Section 1.

Collective negotiations with respect to rates of pay, or other conditions of employment shall be conducted by the duly authorized representatives of the parties.

Section 2.

Prior to the beginning of formal negotiations, the designated representative(s) of the parties shall meet and seek agreement on the following:

- a. the hours, dates and location for the parties to meet and negotiate;
- b. the limitation on caucus time, if any;
- c. the procedure to be used in recording and signing off on tentative agreed upon proposal(s), article(s) or portions thereof;
- d. the numbers of persons permitted in and at the negotiations;
- e. the procedure for cancellation or delays of negotiations by either party;
- f. a clear statement as to whether or not either or both parties must have the agreement ratified prior to final agreement.

Section 3.

The members of the S.O.A.'s Negotiating Committee, not to exceed three (3) in number, shall be granted time off from duty with full pay. This committee will designate one member as the principle spokesman during negotiations, who will be delegated sufficient authority to bargain effectively. It is agreed by the Association, that no more than one (1) member of the committee will be released from each division, so that such release time will not diminish the effectiveness of the Police Department. Such release time will be for the purpose of participating in actual negotiations between the Association and the Employer, when negotiations are conducted during the regular working hours of the released employees. It is agreed to by the parties that the three (3) members will be released from duty for negotiations one (1) hour prior to the scheduled starting time and will be required to report back to duty no later than one (1) hour after negotiations were stopped by the parties. Parties may request additional time from their supervisor.

Section 4.

Not more than three (3) additional representatives of the S.O.A. shall participate in collective negotiation meetings.

Section 5.

The S.O.A. Negotiating Committee will be responsible for distributing copies of the executed contract to all S.O.A. members.

ARTICLE IV
MANAGEMENT RIGHTS

Section 1.

The S.O.A. recognizes that there are certain functions, responsibilities, and other management rights exclusively reserved to the Employer. All of the rights, powers, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer.

Section 2.

The Employer shall have the right to determine all matters concerning the management or administration of the various Divisions of the Police Department, the right to direct the various Divisions, to hire and transfer employees, to combine and eliminate jobs, and to determine the number and types of employees needed for specific job assignments.

Section 3.

Nothing in this Agreement shall interfere with the rights of the Employer in accordance with the applicable law, rules, and regulations to:

- a. carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods, and means in the most appropriate and efficient manner possible;
- b. manage employees of the Employer, to hire, promote, transfer, assign, direct, or retain in positions within

the Police Department, under provision of the Howell Township Personnel Policies, Procedures and Regulations and the Howell Township Police Department Rules and Regulations. One copy of any ordinance that amends the above listed rules, regulations or policies shall be forwarded to the President of the S.O.A. when the copy of the amendment(s) is printed for distribution;

- c. suspend, demote, reduce, discharge or take other appropriate disciplinary action against an employee for just cause, or to lay off. However, seniority shall prevail at all times in the order of any lay-off and subsequent rehiring.

Section 4.

The parties mutually recognize and agree to the applicability of N.J.S.A. 34:13A-5.3 and to any terms and conditions of employment existing prior to the signing of this Agreement which are not specifically covered by this Agreement.

ARTICLE V
GRIEVANCE PROCEDURE

Section 1.

A grievance, within the meaning of this Agreement, shall be either of two (2) types: (1) A controversy or dispute arising between the parties hereto involving the interpretation or application of any provision of this Agreement; (2) A grievance not involving interpretation or application of this Agreement. A type one (1) grievance shall proceed through the steps as set forth hereafter. A type two (2) grievance shall proceed through the steps except that the Township Committee's decision cannot be taken to an arbitrator.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

Section 2.

Verbal Grievance

- a. Whenever an employee has a grievance, he shall first present same verbally to his supervisor within five (5) calendar days from occurrence of the grievance. It is the responsibility of the supervisor to arrange a mutually satisfactory settlement of the grievance within

five (5) calendar days of the time when it was first presented to him or, failing in that, the supervisor must, within that time, advise the employee of his inability to do so.

- b. When an employee is informed by his supervisor that he is unable, within the discretion permitted him, to arrange a mutually satisfactory solution to the grievance, the employee must, if he wishes to present the grievance to a higher authority, do so in writing in accordance with Section 3 herein.

Section 3.

Formal Written Grievance

- a. The employee will prepare the grievance in writing in duplicate within five (5) calendar days of report from the employee's supervisor that oral grievance has not been resolved. The written grievance will state completely and clearly the following: (1) the Section of this Agreement being grieved, when applicable; (2) the exact relief sought by the grievant and/or S.O.A.; (3) names of witnesses; and (4) any information that will assist in the prompt handling of the grievances. One copy of the grievance shall go to the employee's supervisor, the Employer's representative via the supervisor, and a duplicate copy to the S.O.A. Grievance Committee.

- b. A Grievance Committee shall be established consisting of three (3) S.O.A. members chosen by the S.O.A. membership. This Committee shall review the written grievance within five (5) calendar days in accordance with Article 16, Section 2.. If the Committee is not able to resolve the grievance to the satisfaction of the aggrieved employee, the Committee shall so stipulate to the employee's supervisor no later than the end of the fifth day, in a written report, a copy of which will be forwarded to the employee.
- c. Upon receipt of written report from the Grievance Committee that an employee's grievance cannot be resolved, the aggrieved employee's supervisor shall prepare a written report within five (5) calendar days stipulating the facts and events which led to the grievance presentation in writing, including in his written report any verbal answer he may have previously given to the employee concerning the grievance. Within the time stipulated the written report of the supervisor shall be presented to the Division Commander, or to the Chief of Police in the absence of the Division Commander, and a copy of the written report will be forwarded to the employee and the Employer's representative.
- d. The Division Commander, or Chief of Police in the absence of the Division Commander, will attempt to find a mutually satisfactory solution to the grievance within

five (5) work days. Failing a solution by the Division Commander, a written report shall be presented to the Chief of Police including all material accumulated on the grievance within the time stated herein. A copy of all material pertinent to the grievance will be forwarded to the Chief of Police and to the grievant by the Division Commander.

- e. The Chief of Police will attempt to find a mutually satisfactory solution to the grievance within five (5) work days. Failing a solution, the complaint accompanied by a written report must be forwarded to the Municipal Administrator. A copy of all materials pertaining to the grievance will be forwarded to the administrator and the employee at the same time.
- f. The municipal administrator, upon receipt of all material concerning the grievance, shall attempt to find a mutually satisfactory solution to the grievance within five (5) working days. At this point, if the grievance is not resolved to the satisfaction of the grievant, the matter will be presented at the next regularly scheduled agenda meeting of the Township Committee, which will review all material and make a determination on the grievance at the next regularly scheduled business meeting.
- g. Since it is intended that most, if not all, grievances can and should be settled without the necessity of reference to the Township Committee, no grievance will

be considered by the Township Committee which has not first passed through the procedure established herein.

- h. If the matter is not resolved to the satisfaction of the employee or the S.O.A., the grievance may be taken to arbitration upon notification to the Township Committee within ten (10) days after the decision of the Township Committee, or after sixty (60) days have elapsed from the time the grievance was initiated, whichever comes first. Application shall be made directly to the New Jersey Public Employment Relations Commission for the appointment of an arbitrator according to PERC regulations, or both parties may mutually agree upon an arbitrator. The cost of an arbitrator shall be split equally between the Township and the S.O.A. The arbitrator shall be without power or authorization to make any decision which requires the commission of an act which is prohibited by law or which is in violation of the terms of this Agreement. The arbitrator's function shall be to interpret and apply the provisions of this Agreement. He shall not add to, or subtract from, the provisions of this Agreement.
- i. All papers and documents relating to a grievance and its disposition will be placed in a grievance file in the Township Administrator's office.
- j. It is the intention of the parties to settle all differences between the Employer and the S.O.A. arising from the interpretation or implementation of this

Agreement through the grievance procedures in accordance with the provisions of this Agreement. Therefore, Employer agrees that he will not lock out his employees, and the S.O.A. agrees that it will not sanction, nor will its members engage in, a strike, slow down, or work stoppage during the life of this Agreement.

ARTICLE VI

SICK LEAVE

Section 1.

All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of continuous service on the basis of twelve (12) days per year. The amount of sick leave not taken shall accumulate from year to year. Sick time will not accrue during an employee's leave of absence due to sickness. Upon termination, an employee is entitled to one (1) day's pay for each two (2) days of accumulated sick leave.

Section 2.

In all cases of reported illness or disability, the Township, through the Chief of Police, reserves the right to have a physician designated by the Township examine and report on the condition of the patient-employee.

Section 3.

- a. During protracted periods of illness or disability the Township may require interim reports on the condition of the patient-employee at weekly or bi-weekly periods from the attending physician and/or a physician designated by the Township. When under medical care, employees shall conform to the instructions of the attending physician.

Failure to comply with this Section may result in disciplinary action.

- b. A leave of absence may be granted to full-time employees who are ill or disabled not resulting from duties performed during his/her employment, and when such illness or disability is evidenced by a certificate of a physician. A leave of absence shall be granted only when the employee has expended his/her accumulated sick and vacation leave. Eligible employees may apply for Group Disability Benefits through the Township's Group Insurance. Employees may purchase sick time back from the Township at the same rate that the insurance company provides.
- c. When a leave of absence, without pay, is granted to an employee for sickness or injury, not job-related, the employee's anniversary date will change upon his/her return to work.

Section 4.

- a. When a permanent employee covered by this Agreement is injured or disabled resulting from or arising out of his employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Township Committee to examine such employee, the Township Committee may, by ordinance, pursuant to N.J.S.A. 40A:14-137, grant the injured or disabled employee a leave of absence with pay for a period not

exceeding one (1) year. The employee shall not be charged any sick leave time for the time lost due to the aforesaid injury or disability.

- b. The employee shall reimburse the Township by remitting the checks he/she may receive from Worker's Compensation, benefits of insurance policies paid by the Township, any punitive damages and salary considerations received through legal settlements or judgments that resulted from any job-related injury or disability referred to in this Article.
- c. The parties agree that an employee's prolonged absences from work because of job-related injury or disability will not affect his/her seniority for the purposes of lay offs provided the employee has applied for and been granted a leave of absence as provided by this Agreement.
- d. The parties also agree that the injured or disabled employee's anniversary date will not be changed due to absences caused by job-related injury or disability.

Section 5.

Accumulated sick leave may be used by an employee for illness in the immediate family which requires attendance upon the ill family member. The term "immediate family" for the purposes of this Section shall mean and refer only to the employee's spouse, child, parent, or unmarried brother or sister living with the employee.

Section 6.

When reporting absence due to illness, officers should give at least four (4) hours' notice prior to the start of the 4 p.m. to 12 midnight and 12 midnight to 8 a.m. shifts. A minimum of two (2) hours' notice should be given for the 8 a.m. to 4 p.m. shift.

Section 7.

The smallest unit of Sick time allowed will be for a four hour period, i.e. in half-day blocks only.

ARTICLE VII

MILITARY DUTY AND OTHER LEAVES OF ABSENCE

Section 1.

Leaves of absence without pay for other than illness may be requested by an employee who shall submit in writing all facts bearing on the request to the Chief of Police, who will append his recommendations and forward the request to the Township Administrator for consideration by the Township Committee. Such leave will be considered on its merits and without establishing a precedent, and shall not exceed three (3) months at one time, unless specific approval is received from the Township Committee. All such leaves of absence must be approved by resolution of the Township Committee.

Section 2.

Military leave shall be granted in accordance with the Personnel Ordinance and all applicable State and Federal laws.

Section 3.

Bereavement

In the event of the death of a member of employee's immediate family, there shall be three (3) consecutive bereavement days' leave, one of which shall normally be the day of the funeral. In any event, all bereavement leave shall be taken at a time and for reasons reasonably related to the death. The term "immediate family" for the purposes of this Section shall mean and refer only

to the employee's spouse, child, parent or guardian, brother or sister, parents-in-law, grandparents, brother or sister-in-law, son or daughter-in-law, and grandchildren.

ARTICLE VIII

HOURS

Section 1.

The parties understand and agree that, the standard weekly work schedule for employees covered by this Agreement requires employee services continually throughout the seven (7) day week including a lunch break seven (7) days per week and the standard work week for each employee shall be forty (40) hours.

Section 2.

The Municipal Administrator, through the Chief of Police, shall set forth the hours of work for the Police Department.

ARTICLE IX

OVERTIME

Section 1.

The Employer agrees that overtime, consisting of time and one-half shall be paid to the Sergeants, Sergeants First Class and Lieutenants covered by this Agreement for hours worked in excess of the normal work day. Overtime for Captains is limited to compensatory time at straight time. Overtime shall be granted when approved by the Chief of Police.

Section 2.

Overtime compensation for employees shall be paid in accordance with Section 1 when the employee is required to work overtime and when recommended by the immediate supervisor and approved by the Chief of Police.

Section 3.

It is recognized that employees may be required to report in advance of the tour starting time and for the purposes of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period at the termination of a tour or at the beginning of a tour, but in the event an employee is required to report earlier than fifteen (15) minutes prior to the commencement of a tour or to remain beyond fifteen (15) minutes after the end of a tour, the employee shall be paid the overtime

rate for all time worked in excess of the normal hours of work per day.

Section 4

In lieu of cash payment for overtime,, a Sergeant and a Lieutenant may receive compensatory time off at the rate of time and one-half (1-1/2) if they choose. Such time shall be taken at the discretion of the Sergeant or Lieutenant when approved by the Chief of Police or the Division Supervisor, so as not to interfere with department operations.

ARTICLE X
CALL-BACK PAY

Section 1.

In the event an employee is called out for official police business, a minimum of four (4) hours at the overtime rate shall be paid, even though the employee may not have worked four (4) hours as a result of the call-out. In order for the employee to be eligible for the call-out pay stipulated in this Section, it must have been instituted by the employee's supervisor with the knowledge and approval of the Division Commander or the Chief of Police. A call-out is not an extension of a shift or tour of duty. A call-out is applicable when the individual is in a non-duty status.

ARTICLE XI

VACATIONS

Section 1.

Each member of the S.O.A. who has the length of continuous employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at his regular rate pay, starting:

0-1 year of service	One (1) day a month for each month of service up to ten (10) days
After the completion of one (1) to the completion of five (5) years of service	Thirteen (13) days
After the completion of five (5) to the completion of ten (10) years of service	Eighteen (18) days
After the completion of ten (10) to the completion of fifteen (15) years of service	Twenty-three (23) days
After the completion of fifteen (15) years of service	Twenty-five (25) days

Section 2.

If an observed holiday falls during an employee's vacation period, the holiday shall not be counted as a vacation day.

Section 3.

Vacations shall be scheduled by the Chief of Police in such a manner as to insure adequate levels of personnel to operate efficiently.

Section 4.

Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Municipal Administrator.

Section 5.

Vacation leave, subject to approval by the Chief of Police and the Municipal Administrator, may be taken from time to time in units of full days. At the time of separation from employment, an employee shall be paid for any full day's vacation accumulated.

ARTICLE XII

HOLIDAYS

Section 1.

The following shall be recognized as holidays under this Agreement:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Additional holidays: The day after Thanksgiving, 1/2 day prior to Christmas Day, and 1/2 day prior to New Year's Day.

Section 2.

Pay shall be given for all the above-noted holidays at the rate of time and one-half (1-1/2). Payment will be made the first pay period in June of each year for twelve (12) days, and in December of each year for ten and one-half (10-1/2) days. In lieu of Holiday Pay, a Superior Officer may request to take up to six (6) days off each year. The Chief may, in his discretion, grant or deny the request, or provide an alternate day off. In either case, if granted, one and one-half (1-1/2) days' pay will be deducted from the officer's annual Holiday Pay. For example, if

an officer takes all six (6) days off, he will receive pay for nine (9) holidays that year at time and one-half (1-1/2). If he takes no holidays off, he will receive all fifteen (15) holidays paid at time and one-half (1-1/2).

Section 3.

In the event the Township Committee grants an additional holiday to other Township employees, the Police Department shall enjoy the same benefits. Such an additional holiday would be one time and unique, such as for adverse weather conditions. Any such holiday will be compensated for by time off at the rate of straight time.

ARTICLE XIII

LIFE INSURANCE & DISABILITY INSURANCE

Section 1.

After completion of the required probationary period, each employee (unit member) shall be eligible for a fifty thousand (\$50,000.00) dollar life insurance policy payable to a beneficiary of the employee's choice.

Section 2.

The annual premium for the said policy shall be paid by the Township only until employee's separation from service. At that time, the employee may make his/her own arrangements with the insurance company for the continuation or conversion of the said insurance at his/her own expense.

Section 3.

A full-time employee, upon commencement of employment with the Township, shall be enrolled in the disability insurance plan maintained and paid on a non-contributory basis by the Township. This benefit terminates upon the employee's separation from the Township service.

Section 4.

A single (employee only) prescription plan shall be implemented as soon as reasonably practicable after the ratification of the new agreement, which shall be limited to an expense of \$125.00 per

year by the Township, and to be a \$2.00 co-pay plan, which will allow employees to contribute to cover the rest of their families.

ARTICLE XIV
HOSPITAL AND MEDICAL INSURANCE

Section 1.

All full-time employees will be covered for hospital and medical insurance through the State Health Benefits Program which provides coverage under the traditional plan (1420 Series, Part I-Basic & Part II-Major Medical), or coverage under the Health Maintenance Organization Program, in accordance with State Regulations or Statutes.

Section 2.

Full-time employees covered by this Agreement, will be enrolled in the Township Dental Plan. The Township will pay the full premium for the employee and one-half (1/2) the dependent unit premium. Enrollment in the dependent unit program is optional to the employee. Supplementary dental service premium costs will be paid by the employee.

The Township reserves the right to change carriers, provided equal or better coverage is obtained.

ARTICLE XV
FALSE ARREST AND LIABILITY INSURANCE

Section 1.

Employer shall continue the current program for false arrest and liability insurance for all unit employees. The Township shall have the right to change carriers or become self-insured in its discretion.

Section 2.

As per N.J.S.A. 40A:14-155, the Employer agrees to provide legal aid to all unit employees in suits or other legal proceedings against them arising from incidents in the line of duty. The parties, in conjunction with the Employer's insurance carrier, have agreed to permit the unit employee to select an attorney submitted by the Association and approved by the insurance company via the Employer's insurance broker. Such list will be maintained by the parties. Request to update the list can be accomplished on a yearly basis. The Association will submit such request to the Employer's administrator. The Employer reserves the right to approve or reject any request by an employee or assume responsibility for the payment of the services of whatever member of the New Jersey Bar is contracted to defend that employee, unless the employee selects an attorney from the parties' agreed upon list as stated above.

This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any employee by the Employer.

ARTICLE XVI
UNION BUSINESS

Section 1.

The president of the S.O.A. or his designee shall be excused from his work assignment and shall be granted a reasonable amount of time to handle S.O.A./Management business, provided, however, that prior to the need of such release time for S.O.A./Management business, the president or designee shall notify his immediate supervisor or, in his absence, the Chief of Police.

Reasonableness by the parties shall prevail in granting such time. Such time is limited to an aggregate of eight (8) hours per month, non-cumulative. The S.O.A. President or his designee shall be excused to attend Labor Relations training provided by Rutgers Education Department or other educational institution, when such training would be considered beneficial to both parties. Such release time shall be limited to sixteen (16) work hours per contract year. The S.O.A. is accountable and responsible for any educational, travel, etc., expenses incurred by the unit member. While actually negotiating and including mediation, fact-finding, and arbitration for a new agreement, the S.O.A. President or designee shall be excused from his work assignments to participate in these proceedings.

Section 2.

The Employer shall permit the Grievance Committee to conduct the business of the Committee which consists of conferring with

employees and management on specific grievances in accordance with the grievance procedure set forth herein during the duty hours of the members without loss of pay, providing the members of the Grievance Committee give prior notice to either their supervisors or the Chief of Police, and providing that the conduct of said business shall not diminish the effectiveness of the Police Department, or require overtime to maintain the effectiveness of the Department.

Section 3.

The Employer will provide space on a bulletin board in a conspicuous location in Police Headquarters for the use of the S.O.A. for posting notices concerning S.O.A. business and activities.

ARTICLE XVII

PENSIONS

The Employer shall continue to make contributions as heretofore, to provide pension and retirement benefits to employees covered by this Agreement pursuant to applicable provisions of the Statutes and Laws of the State of New Jersey.

ARTICLE XVIII
DISCHARGE AND SUSPENSION

No employee shall be suspended or discharged without just cause. An employee who has been suspended or discharged for just cause may appeal such action in accordance with the provisions of N.J.S.A. 40A:14 et seq. as well as the type two grievance procedure.

ARTICLE XIX
SALARY AND WAGES

Section 1.

The annual basic salary for each of the classifications shown for the period designated shall be as follows:

	<u>1992</u>	<u>1993</u>	<u>1994</u>
Sergeant, Step 1	\$ 44,822	\$ 47,959	\$ 51,316
Sergeant, Step 2	46,793	50,069	53,574
Sergeant, Step 3	49,080	52,515	56,191
Sergeant, Step 4	51,369	54,965	58,813
Sergeant, First Class	51,369	54,965	58,813
Lieutenant (Probationary)	53,985	57,764	61,808
Lieutenant	56,031	59,953	64,150
Captain (Probationary)	61,632	65,946	70,563
Captain	63,673	68,130	72,899

Section 2.

In addition to any pay or other monetary benefits granted or allowed by the terms of this Agreement, any officer of the S.O.A. assigned as a detective to the Detective Division shall receive additional salary compensation at the rate of five hundred (\$500) dollars per year, prorated in accordance with the length of said assignment.

Section 3.

In addition to an employee's annual wage, each employee shall be paid a longevity increment based upon his/her years of continuous

service in the Police Department in accordance with the following schedule:

Sergeants and Sergeants First Class

	<u>1992</u>	<u>1993</u>	<u>1994</u>
5 years	\$ 2,000	\$ 2,000	\$ 2,550
10 year	2,500	2,500	3,050
15 years	3,100	3,100	3,650
20 years	3,700	3,700	4,250

Lieutenants

10 years	2,800	2,800	3,400
15 years	3,300	3,300	3,900
20 years	4,000	4,000	4,600

Captains

10 years	3,000	3,000	3,680
15 years	3,800	3,800	4,480
20 years	4,500	4,500	5,180

Section 4.

Educational incentive pay shall be limited to the following amounts:

	<u>1992</u>	<u>1993</u>	<u>1994</u>
Associate Degree	\$1,200	\$1,200	\$1,200
Bachelors Degree	2,650	2,650	2,650
Masters Degree	3,500	3,500	3,500

The twenty (\$20.00) dollar per credit shall apply to up to sixty (60) credits. To receive additional compensation, the higher degrees must be received.

Any employee currently receiving above these amounts shall not be reduced in pay, but will not receive any additional compensation until he/she attains the higher degree.

ARTICLE XX
CLOTHING ALLOWANCE

Section 1.

The Township shall provide a clothing and maintenance allowance in the amount of \$1,000.00 annually to each employee. Payments of two (2) installments will be made the first pay period of April and October of each year after certification by the Chief of Police that the employee has maintained his uniform and equipment to department standards. All Police Officers are authorized to be issued a complete initial issue of clothing and equipment.

ARTICLE XXI

CHECK-OFF

Section 1.

The Township agrees to deduct Association membership dues from the pay of those employees who individually and voluntarily request, in writing, that such deductions be made in a form agreed upon between the Township and the Association and consistent with applicable law. The amounts to be deducted shall be certified to the Township by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association by the fifth (5th) day following the end of the pay period.

Section 2.

Any written dues deduction authorization may be withdrawn by an employee, in writing, and said deduction shall be discontinued as of January 1 or July 1 next succeeding the date on which the Notice of Withdrawal is filed.

Section 3.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a

condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative.

Section 4.

The Association agrees to indemnify and hold harmless the Township from any cause of action, claims, loss or damages incurred as a result of this Article.

ARTICLE XXII
NON-DISCRIMINATION

Neither the Employer nor the Association shall discriminate against any employee by reason of race, creed, sex, age, color, political or religious affiliation or national origin. Where the word "he," "she," "him," or "her" is used in this Agreement it shall mean both sexes.

ARTICLE XXIII

PERSONAL DAYS

Each member of the bargaining unit shall receive two (2) personal days per year with prior approval of the Chief of Police and at least five (5) days' notice, except in emergency situations. An employee must work the full year to be eligible for both days. The first day may be used after six (6) months to receive one (1) day. The days shall not be cumulative to the following year.

ARTICLE XXIV
SAVINGS CLAUSE

Section 1.

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application shall not be affected thereby.

Section 2.

If any provisions are so invalid the Employer and the S.O.A. will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXV

SENIORITY

A. General Provisions.

Seniority in the department is established first by rank and secondly by time served in rank whether on a regular, assigned or temporary basis. Where conflict occurs because of identical service or dates of appointment, the member with the higher position on the entrance examination eligibility list from which the appointments were made is deemed to be the senior. In situations requiring decision or control where the officers are of equal rank, the senior will make the decision and exercise control unless otherwise directed by a higher ranking command or supervisory officer.

B. Procedure.

1. Upon hiring a new officer to serve in the police department, the Township shall have the right, in its sole discretion, to grant credit for that officer's prior service as a full-time, regular sworn police officer outside the Township, for purposes of salary guide placement, longevity and/or vacation entitlement.

2. Any credit for prior employment as set forth above shall not count in the computation of seniority for the purposes of determining benefits such as vacation scheduling; the order of layoffs; allocation of overtime or other similar benefit(s); such benefits shall be determined by length of service as a police officer in the Township of Howell.

3. Notwithstanding the above, the Township shall not be required to grant credit for some or all prior police experience, as set forth in Paragraph 1, upon initial hiring.

ARTICLE XXVI

DURATION

Section 1.

This Agreement shall be in effect as of the signing date hereof up to and including December 31, 1994.

Section 2.

In the event that no new agreement is reached prior to the termination date of this Agreement, then this Agreement shall remain in full force and effect until a new agreement is executed.

Section 3.

During the month of August, 1994, the parties shall confer in accordance with Article III for the purpose of effecting, if possible, a new Agreement, or the continuation of the old Agreement.

ARTICLE XXVII
COMPLETENESS OF AGREEMENT

Section 1.

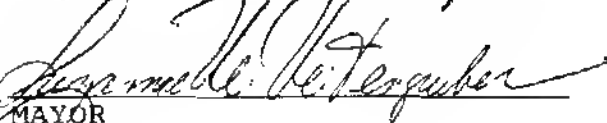
This Agreement constitutes the entire collective bargaining agreement between the parties and settlement for the term of this Agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

Section 2.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

FOR THE TOWNSHIP


MUNICIPAL ADMINISTRATOR/CFO


MAYOR

FOR THE SOA



Dated: 12-27-91

Dated: 12-27-91